

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

IN RE: LITHIUM ION BATTERIES  
ANTITRUST LITIGATION

Case No. 13-MD-02420 YGR (DMR)

MDL NO. 2420

ORDER GRANTING INDIRECT  
PURCHASER PLAINTIFFS' MOTIONS  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENTS WITH  
HITACHI MAXELL, NEC, AND LG CHEM

This Document Relates to:

ALL INDIRECT PURCHASER ACTIONS

Docket Nos. 1652, 1672

This matter comes before the Court on Indirect Purchaser Plaintiffs' Motion for Preliminary Approval of Settlements with Hitachi Maxell, Ltd., Maxell Corporation of America, and NEC Corporation, and Indirect Purchaser Plaintiffs' Motion for Preliminary Approval of Settlement with LG Chem, Ltd. and LG Chem America, Inc. ("Motions").

WHEREAS Indirect Purchaser Plaintiffs ("IPPs"), on behalf of themselves and of the proposed stipulated settlement class ("Settlement Class"), and Defendants Hitachi Maxell, Ltd. and Maxell Corporation of America (collectively, "Hitachi Maxell"), NEC Corporation ("NEC"), and LG Chem, Ltd. and LG Chem America, Inc. (collectively, "LG Chem"), have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle the above-captioned matter ("Lawsuit") upon the terms set forth in the IPPs-Hitachi Maxell Settlement Agreement, the IPPs-NEC Settlement Agreement, and the IPPs-LG Chem Settlement Agreement ("Settlement Agreements");

1 WHEREAS, this Court has reviewed and considered the Settlement Agreements entered  
2 into among the parties, together with all exhibits thereto, the record in this case, and the briefs and  
3 arguments of counsel;

4 WHEREAS, IPPs have applied for an order granting preliminary approval of the  
5 Settlement Agreements;

6 WHEREAS, this Court preliminarily finds, for purposes of settlement only, that the action  
7 meets all the prerequisites of Rule 23 of the Federal Rules of Civil Procedure;

8 WHEREAS, this Court has reviewed and approves of the IPPs' proposal in the Motions to  
9 have the claims period for IPPs' settlement with Defendants Sony Corporation, Sony Energy  
10 Devices Corporation, and Sony Electronics, Inc. (collectively, "Sony"), which this Court  
11 preliminary approved on May 26, 2016 (ECF No. 1292), occur simultaneously with the claims  
12 period for the settlements with the LG Chem, Hitachi Maxell, and NEC to maximize the  
13 effectiveness of the campaign and to promote efficiency in claims processing, *such that the claims*  
14 *period shall continue through and including Wednesday, September 30, 2017;*

15 WHEREAS, all defined terms contained herein shall have the same meanings as set forth  
16 in the Settlement Agreements;

17 NOW, THEREFORE, IT IS HEREBY ORDERED:

18 1. The Court does hereby preliminarily approve of the Settlement Agreements and the  
19 settlements set forth therein, subject to further consideration of a hearing (the "Fairness Hearing").

20 2. The Fairness Hearing shall be held before this Court on **August 1, 2017**, at 2:00  
21 p.m., at the United States District Court, located in Courtroom 1- 4th Floor, at 1301 Clay Street,  
22 Oakland, CA 94612 to determine whether to approve certification of the class for settlement  
23 purposes; whether the proposed settlements of the Lawsuit on the terms and conditions provided  
24 for in the Settlement Agreements are fair, reasonable, and adequate to the Settlement Classes and  
25 should be approved by the Court; whether a final judgment should be entered herein; whether the  
26 proposed plan of distribution should be approved; to determine the amount of fees and expenses  
27 that should be awarded to Class Counsel; and to determine the amount of the incentive awards that

1 should be provided to class representatives. The Court may adjourn the Fairness Hearing without  
2 further notice to the members of the Settlement Class.

3 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court  
4 preliminarily certifies, for purposes of effectuating this settlement, a Settlement Class as follows:

5 All persons and entities who, as residents of the United States and  
6 during the period from January 1, 2000 through May 31, 2011,  
7 indirectly purchased new for their own use and not for resale one of  
8 the following products which contained a lithium-ion cylindrical  
9 battery manufactured by one or more defendants or their  
10 coconspirators: (i) a portable computer; (ii) a power tool; (iii) a  
11 camcorder; or (iv) a replacement battery for any of these products.  
12 Excluded from the class are any purchases of Panasonic-branded  
computers. Also excluded from the class are any federal, state, or local  
governmental entities, any judicial officers presiding over this action,  
members of their immediate families and judicial staffs, and any juror  
assigned to this action, but included are all non-federal and non-state  
governmental entities in California.

13 4. The Court designates Christopher Hunt, Piya Robert Rojanasathit, Steve Bugge,  
14 Tom Pham, Bradley Seldin, Patrick McGuiness, John Kopp, Drew Fennelly, Jason Ames, William  
15 Cabral, Donna Shawn, Joseph O'Daniel, Cindy Booze, Matthew Ence, David Tolchin, Matt  
16 Bryant, Sheri Harmon, Christopher Bessette, Caleb Batey, Linda Lincoln, Bradley Van Patten, the  
17 City of Palo Alto, and the City of Richmond as the class representatives for the Settlement Class.

18 5. The Court designates the following as Class Counsel for the Settlement Class:  
19 Hagens Berman Sobol Shapiro LLP; Cotchett, Pitre & McCarthy, LLP; and Lieff, Cabraser,  
20 Heimann & Bernstein LLP.

21 6. The Court preliminarily finds that, for purposes of effectuating this settlement only,  
22 the Settlement Class meets the Rule 23 requirements for a settlement class.

23 7. The Court approves as to form and content the proposed notice forms, including the  
24 full notice and short-form notice, attached hereto as Exhibits 1 and 2. The Court further approves  
25 of the form of the banner notices, as well as the form of the Facebook and Twitter advertisements,  
26 exemplars of which were attached as Exhibits 4 through 6 to the January 24, 2017 Supplemental  
27 Declaration of Alan Vasquez (Dkt. No. 1672-4). The Court further finds that the proposed plan of  
28

1 notice, and the proposed contents of these notices, meet the requirements of Federal Rule of Civil  
2 Procedure 23 and due process, and are the best notice practicable under the circumstances and  
3 shall constitute due and sufficient notice to all persons entitled thereto.

4 8. The Court further finds that the claims period for IPPs' settlement with the Sony  
5 Defendants shall occur simultaneously with the claims period for the settlements with the LG  
6 Chem, Hitachi Maxell, and NEC Defendants. The claims period shall commence **April 11, 2017**,  
7 and shall continue through and including Wednesday, **September 30, 2017**.

8 9. The Court appoints the firms of Gilardi & Co. LLC and Sipree, Inc. as the  
9 Settlement Notice Administrators. IPPs and their designees, including the Settlement Notice  
10 Administrators, are authorized to expend funds from the escrow accounts to pay taxes, tax  
11 expenses, notice, and administration costs as set forth in the Settlement Agreements. The Court  
12 appoints the Settlement Notice Administrators to supervise and administer the notice procedure as  
13 well as the processing of claims as more fully set forth below:

14 a. No later than **April 11, 2017**, the Settlement Notice Administrators shall  
15 cause the full versions of the Settlement Agreements and the Preliminary Approval Order to be  
16 published on a public website, located at [www.reversethecharge.com](http://www.reversethecharge.com);

17 b. Beginning no later than **April 11, 2017**, the Settlement Notice  
18 Administrators shall cause the banner notice to be published, substantially in the form annexed as  
19 Exhibit 4 to the Supplemental Declaration of Alan Vasquez. The Settlement Notice Administrators  
20 may modify the form and/or content of the banner notices as they deem necessary and appropriate  
21 to maximize their impact and reach, as long as those modifications still reflect the substance of the  
22 form annexed as Exhibit 4 to the Supplemental Declaration of Alan Vasquez;

23 c. Beginning no later than **April 11, 2017**, the Settlement Notice  
24 Administrators shall provide e-mail notice, substantially in the form annexed hereto as Exhibit 1,  
25 to all Settlement Class members whose e-mail addresses can be identified with reasonable effort;

1                   d.       Beginning **April 11, 2017**, the Settlement Notice Administrators shall cause  
2 summary notice to be published in the designated newspapers, substantially in the form annexed  
3 hereto as Exhibit 2;

4                   10.     All members of the Settlement Class shall be bound by all determinations and  
5 judgments in the Lawsuit concerning the settlements, whether favorable or unfavorable to the  
6 Settlement Class.

7                   11.     Class Counsel shall file their motion for attorneys' fees, costs, and service awards  
8 for the class representatives, and all supporting documentation and papers, by **May 29, 2017**, or  
9 fourteen days before the deadline for exclusions and objections.

10                  12.     Any person who desires to request exclusion from the Settlement Class shall do so  
11 by **June 12, 2017**. All persons who submit valid and timely requests for exclusion shall have no  
12 rights under the Settlement Agreements, shall not share in the distribution of the settlement funds,  
13 and shall not be bound by the final judgments relating to the Hitachi Maxell, NEC, or LG Chem  
14 Defendants entered in the litigation.

15                  13.     Any member of the Settlement Class may enter an appearance in the litigation, at  
16 his or her own expense, individually or through counsel of his or her own choice. If the member  
17 does not enter an appearance, he or she will be represented by Class Counsel.

18                  14.     Any member of the Settlement Class may appear and show cause, if he or she has  
19 any reason, why the proposed settlements should or should not be approved as fair, reasonable,  
20 and adequate; why a judgment should or should not be entered thereon; why the plan of  
21 distribution should or should not be approved; why attorneys' fees and expenses should or should  
22 not be awarded to Class Counsel; or why the incentive awards should or should not be awarded to  
23 the class representatives. All written objections and supporting papers must (a) clearly identify the  
24 case name and number (*In re Lithium Ion Batteries Antitrust Litigation*, Indirect Purchaser Action,  
25 Case No.13-md-02420 YGR (DMR)), (b) be submitted to the Court either by mailing them to the  
26 Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay  
27 St, Oakland, CA 94612, and (c) be filed or postmarked on or before **June 12, 2017**.

1           15.     All papers in support of the settlements and responses by Class Counsel regarding  
2 objections and exclusions shall be filed and served by **June 27, 2017**.

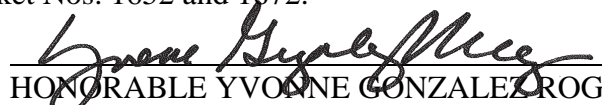
3           16.     All reasonable expenses incurred in identifying and notifying members of the  
4 Settlement Class, as well as administering the Settlement Fund, shall be paid for as set forth in the  
5 Settlement Agreements.

6           17.     Neither the Settlement Agreements, nor any of its terms or provisions, nor any of  
7 the negotiations or proceedings connected with it, shall be construed as an admission or  
8 concession by plaintiffs or Defendants Hitachi Maxell, NEC, or LG Chem of the truth or falsity of  
9 any of the allegations in the Lawsuit, or of any liability, fault or wrongdoing of any kind.

10          18.     All members of the Settlement Class are temporarily barred and enjoined from  
11 instituting or continuing the prosecution of any action asserting the claims released in the  
12 proposed settlements, until the Court enters final judgment with respect to the fairness,  
13 reasonableness, and adequacy of the settlements.

14 IT IS SO ORDERED. This terminates Docket Nos. 1652 and 1672.

15 DATED: March 20, 2017

  
HONORABLE YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT COURT JUDGE

# **EXHIBIT 1**

# If You Bought Electronics Such as a Portable Computer, Power Tool, Camcorder, and/or Other Items Containing a Lithium Ion Cylindrical Battery Since 2000

## You Could Get Money From \$44.95 Million in Settlements

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

- Please read this Notice and the Settlement Agreements available at [www.reversethecharge.com](http://www.reversethecharge.com) carefully. Your legal rights may be affected whether you act or don't act. This Notice is a summary, and it is not intended to, and does not, include all of the specific details of the Settlements. To obtain more specific details concerning the Settlements, please read the Settlement Agreements.
- A class action lawsuit has been brought on behalf of indirect purchasers of the following products that contained Lithium-Ion Cylindrical Batteries, which is a type of Lithium-Ion Battery ("Li-Ion Battery"): (i) portable computers; (ii) power tools; (iii) camcorders; or (iv) a replacement battery for any of these products.
- Plaintiffs claim that Defendants (listed below) and co-conspirators engaged in an unlawful conspiracy to fix, raise, maintain, or stabilize the prices of cylindrical Lithium Ion Battery Cells ("Li-Ion Cells"). Plaintiffs further claim that indirect purchasers of the products listed above containing Lithium-Ion Cylindrical Batteries ("Li-Ion Cylindrical Batteries") may recover for the effect that the conspiracy had on the prices of these devices. Plaintiffs allege that, as a result of the unlawful conspiracy involving cylindrical Li-Ion Cells, they and other indirect purchasers paid more for these products and replacement batteries than they would have paid absent the conspiracy. Defendants deny Plaintiffs' claims.
- Settlements have been reached with LG Chem, Ltd. and LG Chem America, Inc. ("LG Chem"), Hitachi Maxell Ltd. and Maxell Corporation of America ("Hitachi Maxell"), and NEC Corporation ("NEC"), or collectively "the Settling Defendants."
- Your legal rights will be affected whether you act or don't act. This Notice includes information on the Settlements and the lawsuit. Please read the entire Notice carefully.
- **The following rights and options – and deadlines to exercise them – are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS		
YOU MAY:		DUE DATE:
<b>EXCLUDE YOURSELF</b>	You will not be included in the Settlements from which you exclude yourself. You will receive no benefits from the Settlements, but you will keep any rights you currently have to sue LG Chem, Hitachi Maxell, and NEC about the claims in the case(s) from which you exclude yourself.	June 12, 2017
<b>DO NOTHING NOW</b>	You will be included in the Settlements and eligible to submit a claim for a payment (if you qualify). You will give up your rights to sue the Settling Defendants about the claims in these cases.	
<b>OBJECT TO THE SETTLEMENTS</b>	If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlements.	June 12, 2017
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlements.	August 1, 2017
<b>SUBMIT A CLAIM FOR PAYMENT</b>	If you qualify, review the claim form online at <a href="http://www.reversethecharge.com">www.reversethecharge.com</a> and submit an online claim for payment or mail in a completed claim form.	September 30, 2017
<b>REGISTER ON THE WEBSITE</b>	The best way to receive updates about the lawsuit.	

- The Court in charge of these cases still has to decide whether to finally approve the Settlements. Payments will be made only (1) if the Court approves the Settlements and after any appeals are resolved, and (2) after the Court approves a Distribution Plan to distribute the Settlement Fund minus expenses, any Court-approved attorneys' fees, and service awards ("Net Settlement Funds") to Class Members.



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<b>BASIC INFORMATION</b>
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**1. What Is This Notice About?**

This Notice is to inform you about Settlements reached in this litigation, before the Court decides whether to finally approve the Settlements. This Notice explains the lawsuit, the Settlements, and your legal rights. The Court in charge is the United States District Court for the Northern District of California. This litigation is known as *In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420. The people who sued are called the “Plaintiffs.” The companies they sued are called the “Defendants.”

**2. What Is This Lawsuit About?**

The lawsuit alleges that Defendants and co-conspirators conspired to raise and fix the prices of cylindrical Li-Ion Cells for over ten years, resulting in overcharges to indirect purchasers of portable computers, camcorders, and power tools containing Li-Ion Cylindrical Batteries. The complaint describes how the Defendants and co-conspirators allegedly violated the U.S. and state antitrust, unfair competition, and consumer protection laws by agreeing to fix prices and restrict output of these cells by, among other things, face-to-face meetings and other communications, customer allocation, and the use of trade associations. Defendants deny Plaintiffs’ allegations. The Court has not decided who is right.

**3. Why Are There Settlements But The Litigation Is Continuing?**

Three groups of Defendants have agreed now to settle the lawsuit – LG Chem, Hitachi Maxell, and NEC. Previously, notice was provided about a settlement reached with Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc. (collectively “Sony”). In paragraph 9, below, there is information about how to get benefits from the Sony settlement. The case is continuing against the remaining Non-Settling Defendants. Additional money may become available in the future as a result of a trial or future settlements, but there is no guarantee that this will happen.

**4. Who Are The Non-Settling Defendant Companies?**

The Non-Settling Defendant companies include: Samsung SDI Co. Ltd.; Samsung SDI America, Inc.; Panasonic Corporation; Panasonic Corporation of North America; Sanyo Electric Co., Ltd.; Sanyo North America Corporation; NEC Tokin Corporation; and Toshiba Corporation.

**5. What Are Li-Ion Cells, Li-Ion Batteries, Cylindrical Li-Ion Batteries, And Finished Products?**

For purposes of the Settlements:

- “Lithium Ion Battery Cell(s)” or “Li-Ion Cells” means cylindrical, prismatic, or polymer cells used for the storage of power that is rechargeable and uses lithium ion technology.
- “Lithium Ion Battery Pack” means Lithium Ion Battery Cells that have been assembled into a pack, regardless of the number of Lithium Ion Cells contained in such packs.
- “Lithium Ion Battery” or “Li-Ion Battery” means a Lithium Ion Battery Cell or Lithium Ion Battery Pack.
- “Lithium Ion Cylindrical Battery” or “Li-Ion Cylindrical Battery” means a cylindrical Lithium Ion Battery Cell or cylindrical Lithium Ion Battery Pack.
- “Finished Product” means any product and/or electronic device that contains a Lithium Ion Battery or Lithium Ion Battery Pack, including but not limited to laptop PCs, notebook PCs, netbook computers, tablet computers, mobile phones, smart phones, cameras, camcorders, digital video cameras, digital audio players, and power tools.

**6. Why Is This A Class Action?**

In a class action, one or more people called the “Class representatives” sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the “Class” or “Class Members.” In a class action, one court may resolve the issues for all Class Members, except for those who exclude themselves from the class.

<b>THE SETTLEMENTS</b>
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**7. How Do I Know If I May Be Included In The Class?**

The Class includes all persons and entities who, as residents of the United States and during the period from January 1, 2000 through May 31, 2011, indirectly purchased new for their own use and not for resale one of the following products which contained a lithium-ion cylindrical battery manufactured by one or more Defendants in this lawsuit or their co-conspirators: (i) a portable computer; (ii) a power tool; (iii) a camcorder; or (iv) a replacement battery for any of these products. “Indirectly” means the product was purchased from someone other than the manufacturer, such as a retail store.

The specific definition of who is included in the Class is set forth in the Settlement Agreements. The Settlement Agreements, and the related Complaints, are accessible on the website [www.reversethecharge.com](http://www.reversethecharge.com). Payments to Class Members may be made only: (1) if the Court approves the Settlements and after any appeals are resolved, and (2) in accordance with a Distribution Plan to distribute the

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Settlement Funds to Class Members after deducting expenses, Court-approved attorneys' fees, and service awards (the portion of the Settlement Funds remaining after deducting expenses, Court-approved attorneys' fees, and service awards, is called the "Net Settlement Fund"). The Court will determine the amount, if any, that each Class Member will receive.

## 8. What Do The Settlements Provide?

The Settlement Fund is \$44.95 million. After deduction of attorneys' fees, service awards, notice and administration costs, and litigation expenses, as approved by the Court, the remaining Settlement Fund will be available for distribution to Class Members who timely file valid claims. The Settlements also includes non-monetary relief, including cooperation in the litigation. More details about the Settlements are set forth in the Settlement Agreements, available at [www.reversethecharge.com](http://www.reversethecharge.com).

## HOW TO GET BENEFITS FROM THE LG CHEM, HITACHI MAXELL, NEC, OR SONY SETTLEMENTS

### 9. How Much Money Can I Get and How Do I Make A Claim?

At this time, it is unknown how much each Class Member who submits a valid claim will receive. Payments from the LG Chem, Hitachi Maxell, and NEC Settlements will be distributed to Class Members based on a number of factors, including the number of valid claims filed by all Class Members and each Class Member's number of purchase(s) of the following products which contained a lithium-ion cylindrical battery: (i) a portable computer; (ii) a power tool; (iii) a camcorder; or (iv) a replacement battery for any of these products, in proportion to the total claims filed and products purchased. To the extent that there is any balance remaining in the Net Settlement Fund and money is not able to be reasonably redistributed to class members, remaining funds will distributed to the Attorneys General for the class jurisdictions for use in prosecuting consumer antitrust claims. No matter how many claims are filed or how the funds are distributed, no money will be returned to the Settling Defendants once the Court finally approves the Settlements.

Previously, notice was provided about a settlement reached with Sony for \$19.5 million. The claims period for that settlement will be opened up and occur during the same time period as the claims period for the LG Chem, Hitachi Maxell, and NEC settlements, and it will also end on September 30, 2017. Payments to Class Members from the Sony settlement will be based on a number of factors, including the number of valid claims filed by all members of the Sony Class and each Class Member's number of purchase(s) of Finished Products or a replacement battery for any of these Finished Products, in proportion to the total claims filed and products purchased. To the extent that there is any balance remaining in this Net Settlement Fund and money is not able to be reasonably redistributed to class members, remaining funds will distributed to the Attorneys General for the class jurisdictions for use in prosecuting consumer antitrust claims. No matter how many claims are filed or how the funds are distributed, no money will be returned to the Settling Sony Defendants once the Court finally approves the Settlement. You must submit a claim during the claim period to receive money from the Sony Settlement.

To make a claim and get payment, you will need to file a valid claim form online or by mail by September 30, 2017. **The simple online claim form only takes 3-5 minutes for most individuals to complete. You will find the claim form at [www.reversethecharge.com](http://www.reversethecharge.com).** Claims may be submitted online at [www.reversethecharge.com](http://www.reversethecharge.com) or by mail to Lithium Batteries Indirect Purchaser Settlements, c/o KCC Class Action Services, P.O. Box 43454, Providence, RI 02940-3454. The same products are not covered by all of the settlements, and thus filling out the claim form as accurately and completely as possible is important to ensure that Class Members submitting valid claims receive a correct share of the Settlements.

### 10. How And When Will I Get A Payment?

If final approval is granted to the settlements, Class Members who have filed valid and timely claims will receive cash payments and may receive them distributed directly into an online account, as possible examples only: an Amazon account, PayPal account, or a Google Wallet account. If you are a Class Member with valid and timely claims and would prefer to receive a physical check, please submit a written request by September 30, 2017 to Lithium Batteries Indirect Purchaser Settlements, c/o KCC Class Action Services, P.O. Box 43454, Providence, RI 02940-3454.

The timing of the distribution will be requested by Plaintiffs' lawyers and approved by the Court. It may not occur until the settlements are final, through resolution of any appeals. The lawyers for the Plaintiffs will continue to pursue the lawsuit against the Non-Settling Defendants. All Settlement Funds that remain after payment of the Court-ordered attorneys' fees, service awards, costs, and expenses will be distributed within 45 days of the final judgment (which includes resolution of any appeals), unless modified by the Court.

## REMAINING IN THE CLASS

### 11. What Happens If I Remain In The Class?

You will give up your right to sue the Settling Defendants on your own for the claims described in detail in the Settlement Agreements unless you exclude yourself from the Class. You also will be bound by any decisions by the Court relating to the Settlements. In return for paying the Settlement Amounts and providing the non-monetary benefits, the Settling Defendants (and certain related entities defined in the Settlement Agreements) will be released from claims relating to the alleged conduct pertaining to any indirect purchase of cylindrical, prismatic, or polymer battery cells or packs (including cylindrical, prismatic, or polymer battery cells or packs contained in finished products). The Settlement Agreements describe the released claims in detail, so read them carefully since those releases will be binding on you if the Court approves the Settlements. If you have any questions, you can talk with Class Counsel for free, or you can, of course, talk with your own lawyer (at your own expense) if you have questions about what this means. The Settlement Agreements and the specific releases are available at [www.reversethecharge.com](http://www.reversethecharge.com).

QUESTIONS? VISIT [WWW.REVERSETHECHARGE.COM](http://WWW.REVERSETHECHARGE.COM) OR CALL 1-855-730-8645

**EXCLUDING YOURSELF FROM THE CLASS****12. How Do I Get Out Of The Class?**

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Indirect Purchaser Settlements. Your letter must also include:

- Your name, address, and telephone number;
- A statement saying that you want to be excluded from *In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Indirect Purchaser Settlements; and
- Your signature.

You must mail your exclusion request postmarked no later than June 12, 2017, to:

Lithium Batteries Indirect Purchaser Settlements  
EXCLUSIONS  
c/o KCC Class Action Services  
P.O. Box 43454  
Providence, RI 02940-3454

**13. If I Don't Exclude Myself, Can I Sue For The Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released in this litigation.

**14. If I Exclude Myself, Can I Still Get Money Benefits?**

No. If you exclude yourself from the Settlement Class in these Settlements, you will not get any money as a result of the Settlements.

**THE LAWYERS REPRESENTING YOU****15. Do I Have A Lawyer Representing Me?**

The Court has appointed the following lawyers as Class Counsel to represent you and all other members of the Class:

Steven N. Williams, Esq. Cotchett, Pitre & McCarthy, LLP San Francisco Airport Office Center 840 Malcolm Road, Suite 200 Burlingame, CA 94010 batteries@cpmlegal.com	Jeff Friedman, Esq. Hagens Berman Sobol Shapiro LLP 715 Hearst Avenue, Suite 202 Berkeley, CA 94710 batteries@hbsslaw.com	Brendan P. Glackin, Esq. Lief Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 lithiumbatteries@lchb.com
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You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. How Will The Lawyers And Class Representatives Be Paid?**

At the Final Fairness Hearing, Class Counsel will ask the Court to reimburse them for certain fees, costs, and expenses. At the Final Fairness Hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the \$44.95 million Settlement Fund. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount.

At the Final Fairness Hearing, Class Counsel also will ask the Court to provide service awards to the Class representatives in the amount of \$1,500 each for the work they have undertaken on behalf of the Plaintiffs. Any service award will be subject to Court approval, and the Court may award less than the requested amount.

The attorneys' fees, costs, expenses, and service awards that the Court orders, plus the costs to administer the Settlements, will come out of the Settlement Fund. Class Counsel may seek additional attorneys' fees, costs, and expenses, as well as service awards, from any other settlements or recoveries obtained in the future.

When Class Counsel's motion for fees, costs, expenses, and service awards is filed, it will be available at [www.reversethecharge.com](http://www.reversethecharge.com). The motion will be posted on the website 14 days before the deadline for requests for exclusion or objections to the settlement, and you will have an opportunity to comment on the motion.

**OBJECTING TO THE SETTLEMENTS****17. How Do I Object To Or Comment On The Settlements?**

If you have objections to or comments about any aspect of the Settlements, you may express your views to the Court. You can object to or comment on the Settlements only if you do not exclude yourself from the Class. To object to or comment on the Settlements, you must:

- Specify in writing your name, address, and telephone number;

QUESTIONS? VISIT [WWW.REVERSETHECHARGE.COM](http://WWW.REVERSETHECHARGE.COM) OR CALL 1-855-730-8645

- Clearly identify in writing the case name, number, and settlement (*In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Indirect Purchaser Settlements);
- Submit your letter to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing it in person at any location of the United States District Court for the Northern District of California; and
- Make sure that the letter is filed or postmarked on or before June 12, 2017.

#### **18. What Is The Difference Between Excluding Myself From The Class And Objecting To The Settlements?**

If you exclude yourself from the Class, you are telling the Court that you do not want to participate in the Settlements. Therefore, you will not be eligible to receive any benefits from the Settlements, and you will not be able to object to the Settlements. Objecting to a Settlement simply means telling the Court that you do not like something about the Settlements. Objecting does not make you ineligible to receive a payment.

### **THE FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlements and any requests by Class Counsel for fees, costs, expenses, and Class representative service awards. You may attend and you may ask to speak, but you do not have to do so.

#### **19. When And Where Will The Court Decide Whether To Approve The Settlements?**

The Court will hold a Final Fairness Hearing at 2:00 p.m. on August 1, 2017, at the United States Courthouse, 1301 Clay Street, Courtroom 1, 4th Floor, Oakland, CA 94612. The hearing may be moved to a different date or time without additional notice, so check the Court's PACER site, [www.reversethecharge.com](http://www.reversethecharge.com), or call 1-855-730-8645 to confirm the date has not been changed. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel, or to provide service awards. At or after the hearing, the Court will decide whether to approve the Settlement.

#### **20. Do I Have To Attend The Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend at your expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

#### **21. May I Speak At The Hearing?**

If you send an objection or comment on the Settlements, you may have the right to speak at the Final Fairness Hearing as determined by the Court. You cannot speak at the hearing if you exclude yourself from the Class.

### **THE TRIAL**

#### **22. When And Where Will The Trial Against The Non-Settling Defendants Take Place?**

If the case against the Non-Settling Defendants is not dismissed or settled, the Plaintiffs will have to prove their claims against the Non-Settling Defendants at trial. Trial dates have not yet been set.

At the trial, a decision will be reached about whether the Plaintiffs or the Non-Settling Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win any money or other benefits for Class Members at trial.

#### **23. What Are The Plaintiffs Asking For From The Non-Settling Defendants?**

The Class representatives are asking for money for Class Members. The Class representatives are also seeking an order to prohibit the Non-Settling Defendants from engaging in the alleged behavior that is the subject of the lawsuit.

#### **24. Will I Get Money After The Trial?**

If the Plaintiffs obtain money or benefits as a result of a trial or settlement, Class Members will be notified about how to ask for a share or what their other options are at that time. These things are not known right now.

### **GET MORE INFORMATION**

#### **25. How Do I Get More Information?**

This Notice summarizes the Settlements. More details are in the Settlement Agreements. You can get copies of the Settlement Agreements and more information about the Settlements at [www.reversethecharge.com](http://www.reversethecharge.com). You also may write with questions to Lithium Batteries Indirect Purchaser Settlements, c/o KCC Class Action Services, P.O. Box 43454, Providence, RI 02940-3454 or call the toll-free number 1-855-730-8645. You should also register at the website to be directly notified of any future settlements, the terms of the Distribution Plan of the Settlement Fund, and other information concerning this litigation.

**DO NOT CONTACT THE COURT, THE OFFICE OF THE CLERK OF THE COURT,  
DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE**

Dated: March 20, 2017

By Order of the Court  
United States District Court  
Northern District of California

# **EXHIBIT 2**



## LEGAL NOTICE

### **If You Bought Electronics Such as a Portable Computer, Power Tool, Camcorder and/or Other Items Containing a Lithium Ion Cylindrical Battery Since 2000**

#### ***You Could Get Money From \$44.95 Million in Settlements***

LG Chem, Ltd. and LG Chem America, Inc. (“LG Chem”), Hitachi Maxell Ltd. and Maxell Corporation of America (“Hitachi Maxell”), and NEC Corporation (“NEC”), or collectively “the Settling Defendants,” have agreed to settlements resolving claims that they allegedly fixed the price of cylindrical Lithium Ion Battery Cells. This may have caused individuals and businesses to pay more for the following products which contained Lithium-Ion Cylindrical Batteries: (i) portable computers; (ii) power tools; (iii) camcorders; or (iv) a replacement battery for any of these products.

#### **Am I Included?**

You may be included if, as a resident of the United States and during the period from January 1, 2000 through May 31, 2011, you indirectly purchased new for your own use and not for resale one of the following products which contained a lithium-ion cylindrical battery manufactured by one or more Defendants in this lawsuit or their co-conspirators: (i) a portable computer; (ii) a power tool; (iii) a camcorder; or (iv) a replacement battery for any of these products. “Indirectly” means the product was purchased from someone other than the manufacturer, such as a retail store. A more detailed notice, which includes additional information about the settlements, is available at [www.reversethecharge.com](http://www.reversethecharge.com).

#### **What do the Settlements provide?**

The LG Chem Settlement provides for the payment of \$39,000,000 in cash to the Class. The Hitachi Maxell settlement provides for the payment of \$3,450,000. The NEC settlement provides for the payment of \$2,500,000. The Settling Defendants have also agreed to cooperate in the pursuit of the litigation.

Previously, notice was provided about a settlement reached with Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc. (collectively “Sony”) for \$19,500,000. Below, there is information about how to receive benefits from the Sony settlement.

#### **How can I get a payment and how much will I receive?**

At this time, it is unknown how much each Class Member who submits a valid claim will receive from the LG Chem, Hitachi Maxell, and NEC Settlements. Payments will be based on a number of factors, including the number of valid claims filed by all Class Members and each Class Member’s number of purchase(s) of the products described above, in proportion to the total claims filed and products purchased. No matter how many claims are filed, no money will be returned to the Settling Defendants once the Court finally approves the settlements.

The claims period for the Sony settlement will be opened up and occur during the same time period as the claims period for the LG Chem, Hitachi Maxell, and NEC settlements. Payments to Class Members from the Sony settlement will be based on a number of factors, including the number of valid claims filed by all members of the Sony Class and each Class Member’s number of purchase(s) of laptop PCs, notebook PCs, netbook computers, tablet computers, mobile phones, smart phones, cameras, camcorders, digital video cameras, digital audio players, power tools, or a replacement battery for any of these products, in proportion

**For More Information: 1-855-730-8645 / [www.reversethecharge.com](http://www.reversethecharge.com)**



to the total claims filed and products purchased. No matter how many claims are filed, no money will be returned to Sony once the Court finally approves the Settlement.

To make a claim and get payment from any of these settlements, you will need to file a valid claim form online or by mail by September 30, 2017. **The simple online claim form only takes 3-5 minutes for most individuals to complete. You will find the claim form at [www.reversethecharge.com](http://www.reversethecharge.com).** Claims may be submitted online at [www.reversethecharge.com](http://www.reversethecharge.com) or by mail to Lithium Batteries Indirect Purchaser Settlements, c/o KCC Class Action Services, P.O. Box 43454, Providence, RI 02940-3454.

If final approval is granted to the settlements, Class members who have filed valid and timely claims will receive cash payments, and may receive them distributed directly into an online account, as possible examples only: an Amazon account, PayPal account, or a Google Wallet account. If you are a Class Member with valid and timely claims and would prefer to receive a physical check, please submit a written request by September 30, 2017 to Lithium Batteries Indirect Purchaser Settlements, c/o KCC Class Action Services, P.O. Box 43454, Providence, RI 02940-3454. The timing of the distribution will be requested by Plaintiffs' lawyers and approved by the Court. It may not occur until the settlements are final, through resolution of any appeals. The lawyers for the Plaintiffs will continue to pursue the lawsuit against the Non-Settling Defendants. All Settlement Funds that remain after payment of the Court-ordered attorneys' fees, service awards, costs, and expenses will be distributed within 45 days of the final judgment (which includes resolution of any appeals), unless modified by the Court.

If you want to receive notice about the claims process or future settlements, you should register at [www.reversethecharge.com](http://www.reversethecharge.com).

### **What are my rights?**

Even if you do nothing, you will be bound by the Court's decisions concerning these Settlements. If you want to keep your right to sue the Settling Defendants regarding Lithium Ion Battery and/or Lithium Ion Battery Product purchases, you must exclude yourself in writing from the Class by June 12, 2017. If you stay in the Class, you may object in writing to the Settlements by June 12, 2017. The Settlement Agreements, along with details on how to exclude yourself or object, is available at [www.reversethecharge.com](http://www.reversethecharge.com). The U.S. District Court for the Northern District of California will hold a hearing on August 1, 2017 at 2:00 p.m., at 1301 Clay Street, Courtroom 1, 4th Floor, Oakland, CA 94612 to consider whether to approve the Settlements. Class Counsel will also request at the hearing, or at a later date, attorneys' fees of up to 30% of the settlement funds, plus reimbursement of costs and expenses, for investigating the facts, litigating the case, and negotiating the settlements. Class Counsel also will request service awards for Class Representatives in the amount of \$1,500 each. You or your own lawyer may appear and speak at the hearing at your own expense, but you are not required to appear. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for additional information. Please do not contact the Court about this case.

If the case against the other Defendants is not dismissed or settled, Class Counsel will have to prove their claims against the other Defendants at trial. Dates for the trial have not yet been set. The Court has appointed the law firms of Cotchett, Pitre & McCarthy, LLP; Lieff Cabraser Heimann & Bernstein, LLP; and Hagens Berman Sobol Shapiro LLP as Class Counsel, to represent Indirect Purchaser Class members.